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would tend to obstruct and interfere with the ordinary uses of a street and highway and impose an additional servitude upon the lands of abutting owners.

TELEGRAPH.

Telegraph Companies—Failure to Deliver—Notice of Special Circumstances—Measure of Damages.—Western Union Tel. Co. v. Carver, 39 S. W. Rep. 1021 (Texas). Where a telegram directs the person addressed to purchase cattle at a specific price per head and to "get all you can," it is sufficient to put the telegraph company on notice as to the incidental facts of the transaction and to render it liable to the sender for loss resulting from non-delivery; and where there was a subsequent permanent advance in the price of the cattle, the measure of damages is the difference between the price named in the message and the price at which they could have been bought at the time when it was learned of the non-delivery of the telegram.

Telegrams—Insufficient Address.—Western Union Tel. Co. v. Birchfield, 39 S. W. Rep. 1002 (Texas). It is no excuse for negligence in delivering a telegram that it had no specific address, but was directed "care some hotel," since, in the absence of any address, it would have been the duty of the telegraph company to ascertain if the party was at any hotel in that city.

RIGHTS OF CREDITORS.

Power to Dispose of Property by Will—Effect of Execution—Rights of Creditors of Testator.—Freeman's Adm'r et al. v. Butters et al., 26 S. E. Rep. 845 (Va.). Where the personal property of a widow is not sufficient to satisfy her debts, and she has willed to volunteers, during her widowhood, property left to her by her husband with absolute power of disposal by will, her creditors may levy on said property in satisfaction of their claims.

Partnership—Rights as to Third Persons—Payment of Individual Debts.—In re Lafferty's Estate, appeal of Linde, 37 Atl. Rep. 113 (Penn.). Where an executor wrongfully uses funds of an estate and repays them with money belonging to a firm of which he is a member, the estate is not liable to the firm when it was unaware that it was partnership money.

PROCEDURE.

Appeal—Abatement.—Nickerson v. Nickerson, 48 Pac. Rep. 423 (Ore.). The death of a husband, who has appealed from a de-